MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES NAVY AND THE DOMINICAN REPUBLICAN NAVY CONCERNING THE INTER-AMERICAN NAVAL TELECOMMUNICATIONS NETWORK

In order to promote the security of the Western Hemisphere and the voluntary cooperation and understanding between the various Navies participating in the Inter-American Naval Telecommunications Network (hereinafter referred to as the "IANTN") and to improve the security of said Network, the United States Navy will provide the Dominican Republican Navy cryptographic equipment (the term "equipment," as used in this agreement, includes any related material) for use on the IANTN.

Now therefore, the Parties do mutually agree as follows:

1.- **Title.** The title to the equipment shall remain with the United States Navy. Except as may be otherwise authorized by the United States Navy, the Dominican Republican Navy shall keep the equipment in its own possession, custody and control.

2.- **Security.** The Dominican Republican Navy shall adequately protect any cryptographic equipment and classified information provided in accordance with this agreement. The United States Navy will provide certain minimum-security requirements as well as recommended, but not mandatory, security guidelines. All classified information provided pursuant to this agreement shall be stored, handled, transmitted, and safeguarded in accordance with the Parties' national security laws and regulations. Each Party shall take all lawful steps available to it to ensure that information provided pursuant to this agreement is limited to those persons who possess security clearances and a specific need for access, and is protected from further disclosure, unless the other Party consents to such disclosure. Each Party shall ensure that: the recipient shall not release the classified information to any government, national, organization, or other entity of a Third Party without the prior written consent of the originating Party; and the recipient shall undertake to maintain the security classification assigned to information by the originating Party and shall afford such information the same degree of security protection provided by the originating Party. Further, the Parties shall investigate all cases in which it is known or where there are grounds for suspecting that classified information provided pursuant to this agreement has been lost or disclosed to unauthorized persons; each Party shall promptly and fully inform the other Party of the details of any such occurrences, the final results of the investigation, and the corrective action taken to prevent recurrences. For any facility where classification information is to be used, the responsible Party shall approve the appointment of persons to exercise effectively the

LN1 (SCW), PARALEGAL, USN
NOTARY PUBLIC
UNDER 10 U.S.C. 1044a

CERTIFIED TO BE A TRUE COPY

responsibilities for safeguarding at such facility the information transferred through this agreement. The existence and contents of this agreement are UNCLASSIFIED. The security responsibilities of the Parties contained in this agreement shall continue notwithstanding the termination or expiration of this agreement.

3.- **Operation and use.** The Dominican Republic Navy shall operate the equipment in accordance with operating instructions and training to be provided by the United States Navy. The equipment shall be used only for communications within the IANTN.

4.- **Maintenance.** All maintenance will be the responsibility of the United States Navy. The Dominican Republican Navy shall perform only such maintenance as specifically authorized by the United States Navy.

5.- **Alterations**. The Dominican Republican Navy shall not make any alterations or additions to the equipment provided in accordance with this agreement without prior consent of the United States Navy. All such alterations or additions shall become the property of the United States Navy, except items that can be readily removed without damage to the basic equipment and are removed prior to return of the equipment. As a condition of its approval of any alterations or addition, the United States Navy may require the Dominican Republican Navy to restore the equipment to its prior condition.

6.- **Risk or loss.** The Dominican Republican Navy shall bear all risk of loss of or damage to the equipment, not arising out of enemy action, during the term of this Understanding and until its return to the United States Navy. In the event of such loss or damage, the Dominican Republican Navy shall compensate the United States Navy.

7.- **Indemnification.** The Dominican Republican Navy renounces all claims against the United States Government, its officers, agents, and employees arising out of or incidental to transfer, possession, use or operation of the equipment and will indemnify and hold harmless the United States Government, its officers, agents, and employees for any such claims of third parties.

8.- **Delivery, Installation, Inspection and Return.** Delivery of the cryptographic equipment to the Dominican Republican Navy shall be at such time and place as may be mutually agreed upon. The Dominican Republican Navy shall authorize designated U.S. Navy personnel, military or civilian, to install or supervise the installation of the equipment and to perform maintenance checks periodically after installation. Immediately after the installation and delivery of the equipment to the Dominican Republican Navy, representatives of the Dominican Republican Navy and the United States Navy shall conduct an inventory and inspection of the physical condition of the equipment, and shall produce a joint report of the same (which shall also serve as a certification of delivery). The findings made in

this report shall be conclusive evidence as to the physical condition of said equipment as of the time of delivery. A similar inspection, inventory and joint report shall be made by the Parties upon the return of the equipment (at a place and time to be mutually agreed upon). The findings of that report shall be conclusive evidence as to the physical condition of the equipment, and the Dominican Republican Navy shall promptly compensate for any deficiency in such equipment shown by the report.

9.- **Reports and notifications.** The Dominican Republican Navy shall notify by message the IANTN Secretary and the U. S. Navy IANTN Detachment of:

a.- All required maintenance beyond that which the Dominican Republican Navy is authorized to perform.

b.- Any security violations, including known or suspected compromise of the cryptographic equipment, operating and maintenance instructions, key lists or key list extracts whether through loss, theft, capture, salvage, unauthorized viewing or by any other means.

10.- **Exchange of defective equipment.** Upon notification required by article 9.a. above, the IANTN Secretary shall replace the malfunctioning equipment as expeditiously as possible. The Dominican Republican Navy shall prepare the malfunctioning equipment for pickup or delivery as specified by the IANTN Secretary.

11.- **Assignment of Personnel to IANTN Secretariat**. Each Party may assign personnel from its armed forces to serve in the capacity of Staff Member to the IANTN Secretariat. The Parties will determine the commencement and termination of the tour of duty by mutual agreement; in addition, the commencement of the tour will be subject to fulfilling any applicable requirements in accordance with those required in the U.S. Department of Defense International Visits Program. All costs associated with the placement of foreign personnel at the IANTN Secretariat will be the responsibility of the parent Party, including, but not limited to salaries, travel expenses, and living expenses. While assigned at the IANTN Secretariat, the foreign representatives will be required to comply with all U.S. Department of Defense, U.S. Navy, Commander, U.S. Naval Forces, Southern Command, and local installations rules and regulations. Additional terms and conditions associated with the assignment to the IANTN Secretariat will be certified by both parties by separate correspondence prior to any assignment.

12.- **Transfer, Installation, Removal and Operating Costs.** The United States Navy shall bear the cost of transferring the equipment to and from the Dominican Republic. The Dominican Republican Navy shall bear the cost of preparing its facility for installation or removal of the equipment. The United States shall bear the cost of the equipment and its installation or removal. If installation or removal

of the equipment is performed by the Dominican Republican Navy under supervision by the United States Navy, then such costs as incurred by the Dominican Republican Navy shall be borne by the Dominican Republican Navy. All operating costs and the cost of all maintenance that it is authorized to perform shall be borne by the Dominican Republican Navy. All other maintenance costs shall be borne by the United States Navy.

13.- **Effective date**. This agreement is effective from the date of the final signature and shall remain in effect until terminated. Upon signature by the Parties, this Agreement shall supersede the agreement of 10 August 1977 relating to the same subject matter.

14.- **Termination**. This agreement may be terminated:

a.- By mutual agreement of the parties;

b.- By the Dominican Republican Navy upon written notice to the United States Navy;

c.- By the United States Navy (i) during any national emergency declared by the President of the United States of America or its Congress or (ii) upon written notice to the Dominican Republican Navy.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this agreement.

DONE in duplicate in the English and Spanish languages, each text being equally authentic.

FOR
THE UNITED STATES NAVY

Date:

J. W. STEVENSON, JR.
REAR ADMIRAL, UNITED STATES NAVY
COMMANDER, U.S. NAVAL FORCES SOUTHERN COMMAND

FOR
THE DOMINICAN REPUBLICAN NAVY

Date: AUG 07 2006

CESAR AUG. DE WINDT RUIZ
Vicealmirante, M. de G., (DEM)